

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

AMER SULIEMAN

Plaintiff(s),

v.

I:20-CV-06032

JEBARA IGBARA; JOUMANA DANOUN;
MOTASHEM R. KHALIL

Defendant(s).

**AFFIDAVIT IN SUPPORT OF REQUEST FOR DEFAULT JUDGMENT FOR SUM
CERTAIN and STATEMENT OF AMOUNT DUE**

I, Jeremy M. Iandolo, being duly sworn, state as follows:

1. I am the attorney for the plaintiff in the above-entitled action and I am familiar with the file maintained in my office, along with the records and pleadings in this matter.

2. The amount due in this action is \$372,922.30 as the original amount of the loan was \$290,000.00; and (2) two years and (eleven) 11 months have passed since the breach, causing prejudgment interest in the amount of \$82,922.30.

10. This action was filed on or about 12/10/2020. Proof of service documents duly filed in the docket of this case show that defendant was served with the Complaint in this action and more than twenty (20) days have elapsed, that defendant is not in military service, or an infant or incompetent. Specifically, Defendant Danoun was served on January 18, 2021 and Defendant Igbara was served on February 25, 2021. (See ECF Dkt No. 6 and 10 respectively)

4. Neither Defendant Danoun nor Defendant Igbara answered or otherwise appear in the above-entitled action and time to do so has lapsed.

5. Pursuant to Federal Rule 55(a) of the Federal Rules of Civil Procedure, the Clerk of the Court entered a Certificate of the Entry of Default against the defendants, Jabara Igbara and Joumana Danoun, on November 7, 2022. (See ECF Dkt No. 28)

6. Upon information and belief, the amount of \$372,922.30 is justly due and owing and no part thereof has been paid except as herein set forth. Per CPLR §5001 and §5004

iii. Calculation of Interest of Damages.

Year	Principal	Interest @ 9%	Principal Plus Interest Compounded
Sept 2020 – Aug 2021	\$290,000	\$26,100	\$316,100
Sept 2021 – Aug 2022	\$316,100	\$28,449	\$344,549
Sept 2022 – July 2023	\$344,549	\$84.95 per day x 334 (days) \$28,373.30	\$372,922.30

7. The disbursements set forth in this affidavit and sought to be taxed have been made in the action or will necessarily be made or incurred therein.

8. As fully detailed in Plaintiff's Complaint, Plaintiff advanced Defendant Igbara \$290,000 in the early hours of August 30, 2020, and it was the parties unequivocal intentions that the funds were to be paid back immediately, as Defendant, Igbara drafted three checks, representing monies owed to Plaintiff, of which were to be immediately deposited as Defendant represented that the funds were in fact available. (Exhibit 1) However, the funds were not available, and the checks bounced. Thereafter, Defendant attempted to further cajole Plaintiff. Stringing him along with the clear intentions of never repaying the loan. (See Amended Complaint Generally ECF - 13).

9. Specially. Plaintiff has alleged in his Amended Complaint that in the early hours of the morning of August 30, 2019¹, at about 1:40 am., after multiple fraudulent assurances by Defendant Igbara, with the assistance of Defendant Danoun, they would immediately pay back the cash loan of 290,000. (See Amended Complaint Paragraphs 5-8)

¹ 2019 should have been 2020 as represented later in the Amended Complaint

10. Plaintiff's Complaint specifically seeks a sum certain, in the amount of \$290,000, compounded with an interest rate of 9%:

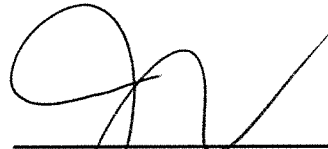
“Wherefore, Mr. Sulieman prays that this Court enter judgment in its favor... against Defendants; awarding compensation damages in the amount of \$290,000 compounded by the daily interest rate of 9%....”

(ECF Dkt No. 13 - Amended Complaint Pg 13)

10. Plaintiff has alleged in his Amended Complaint that in the early hours of the morning of August 30, 2019², at about 1:40 am., after multiple fraudulent assurances by Defendant Igbara, with the assistance of Defendant Danoun, they would immediately pay back the cash loan of 290,000. (See Amended Complaint Paragraphs 5-8)

11. That for months thereafter, Defendant, Igbara continuously made promises to pay, in writing, via text and that he would repay the loan, demonstratively providing evidence that said monies was owed. (Exhibit 2)

Dated July 31, 2023



Attorney for Plaintiff
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² 2019 should have been 2020 as represented later in the Amended Complaint